

AGREEMENT

Between

THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES

LOCAL UNION #502

LOCAL UNION #676

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This agreement made and entered into as of the 1st day of May 2003, by and between the Quad City Association of Finishing Contractors Association/Painting and Decorating Contractors of America Chapters and all independent Employers and any other Associations this Union may recognize, (hereinafter called the "Association"), and Iowa, Nebraska, Western Illinois District Council 81 of the International Union of Painters and Allied Trades, (here in after called the Union).

Witnesseth

WHEREAS, the parties hereto have historically been the respective collective bargaining representatives for labor and management in the Painting and Decorators, Wall covers, Drywall Finishers, Floor covers, Glaziers and Apprentice Employees of the Employers in the area hereinafter described; and

WHEREAS, the Union has been the sole spokesman and representative for all Employees covered by this Agreement; and

WHEREAS, the Association has been the sole spokesman and representative for the Employers of Employees covered hereby; and the Association has, as such representative, negotiated the current and past Collective Bargaining Agreements in the area covered herein, and has furnished the Employer Representatives in establishing, maintaining and conducting apprenticeship and training programs, and has also supplied the Employer manpower representing Employers on the Joint Trade Board (or Local Joint Committee), as well as on the various Boards of Trustees administering the Employee and Trust plans provided for the prior and this collective bargaining agreement; and

WHEREAS, it is intent and purpose of this agreement to establish and maintain harmonious labor relations and uniform conditions of employment in the Painting and Decorating, Wall covers, Drywall Finishers, Floor covers and Glaziers, and also to avoid stoppage of work and losses ensuing there from to all parties concerned, as well as the public, and to provide a medium of expeditiously and peacefully adjusting and solving all grievances and disputes which may arise under this Agreement; and

WHEREAS, the parties hereto; to wit The Union in behalf of all Employees covered hereby, and the Association in behalf of all its present and future members and all other Employers who become signatory to this Agreement, dedicate themselves to keep themselves abreast of all technical developments and advancements of the Painting, Decorating, Wall covers, Drywall Finishers, Floor covers and Glaziers, Coating and other phases of the industry, and to impart such information to all parties concerned, including the consuming public.

NOW, THEREFORE the parties hereto do mutually agree as follows, in consideration of the mutual promises and covenants herein contained:

SECTION 1 - RECOGNITION CLAUSE

The Association hereby recognizes the Union as the Collective Bargaining Representative of all the Employees covered by this Agreement. The non-member signatories who become parties to this Agreement do hereby likewise recognize the Union as the Collective Bargaining Representative of all Employees of said Employer and as is covered by this Agreement.

In as much as the Union has requested recognition from the employer as the exclusive bargaining representative of the employees in the bargaining unit described herein under Section 9(a) of the National Labor Relation Act, and has submitted proof thereof in the form of signed and dated authorization cards, and the employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the employer hereby recognizes the Union as the exclusive collective bargaining representative of its employees on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative as a result of an NLRB election requested by the employees. The employer agrees that during the life of this agreement it will not request a NLRB election and expressly waives any right it may have to do so.

The Union hereby recognizes the Association as the Collective Bargaining Agent and representative of its present and future members and all non-members who are signatories to this Agreement as well as those independent employers who assign their bargaining rights to the Association during the term of this Agreement and any extensions thereof and for any other purposes that may be necessary for the administration of this Agreement. Insofar as the members of the Association are concerned, there shall be no limitations as to the terms of authority hereunder so long as those members remain members of the Association. The Association is hereby authorized and empowered as the sole representative of all Employer Chapters to, or Signatories of this Collective Bargaining Agreement to designate all Employer Representative and Employer Trustees on all Boards, Committees, and other Tribunals herein provided for.

SECTION 2 - NO MORE FAVORABLE CONDITIONS

Nothing herein contained shall restrict or prohibit the Union from their collective bargaining which may be legally required of them with other parties; however, if any other Employer shall receive more favorable conditions compared to those in this Collective Bargaining Agreement, then this Agreement shall be deemed automatically amended to include such modified and more favorable conditions.

All individual contracts negotiated by District Council #81 with other parties shall be submitted to and placed on file with each Employer Association in each zone.

This Agreement contains and shall constitute all of the prevailing terms and conditions, which prevail in the geographical area covered by this Agreement.

This section covers only Building Trade employees, and has no jurisdiction over in plant personnel.

SECTION 3 - DEFINITIONS

Association

Shall be the duly recognized Employer Association assigned exclusive bargaining rights representative of the specific work jurisdictions covered herein.

Chapter

The Chapter is the Organization of Contractors affiliated with the Finishing Contractors Association/Painting and Decorating Contractors of America, and affiliated with the Quad City Association of FCA/P.D.C.A Chapters for ZONE A of this Agreement

Union

The Union is the Local Body of employees affiliated with the International Union of Painters and Allied Trades District Council 81.

Employer

Any individual, partner, corporation, joint venture or business entity, which is a member of the Association or as a non-member, is a party or signatory to this Agreement.

Non-Member Signatory or Employer

An employer who is not a member of the Associations but is signatory to this Agreement.

Employees

Includes all Journeypersons and Utility Workers covered by the Agreement, as well as Apprentices who are properly qualified in accordance with the prescribed requirements for all Apprentices of the trade covered by the Agreement and in accordance with the rules and regulations of the Joint Apprenticeship Program in the area of this Agreement.

Agreement

Means this Collective Bargaining Agreement shall be the controlling document over all other indentures and agreements which are entered into pursuant to the provisions of this Agreement.

Local Joint Committees or Joint Trade Boards

Is the Arbitration Tribunal for the purpose of investigating, hearing and determining and adjudicating all issues and disputes arising under the term and conditions of this Agreement and any supplemental agreement or indentures.

SECTION 4 - WORK JURISDICTION CLAUSE FOR ZONE A

- The Employer agrees that all work generally recognized as coming within the painting industry shall be assigned to painter. This shall include, but not be limited to the following:
- Application of all painting, decorative coatings, finishes, and all preparatory work thereto.
- Sandblasting preparatory to applications of paints or coatings and to expose aggregate finish and operations of all equipment used in performance of such work
- Erection, moving and dismantling of all scaffolding used by painters in performance of their work.
- Operation of all equipment used and moved by painters in performance of their work
- Sandblasting and Water blasting of all surfaces.
- Painting of High Line Transmission Towers and Substations.

The term painting and decorative coatings and finishes as used herein include, but are not limited to:

- Painting
- Decorating
- Paperhanging and all preparatory work thereto, including application and removal of any and all types of wall covering.
- Finishing of wood, metal or other surfaces
- Operations in connection with exposed aggregate finishes
- Application of seamless floor products including necessary preparatory work
- Taping, surfacing, and texturing of drywall surfaces
- Application of wet film waterproofing coatings
- Concrete Staining
- Level 5 Finishing – whether sprayed or applied by trowel

Utility Workers will give assistance to Journeypersons and Apprentices, in performing the work outlined in this Section.

Utility Workers will not be allowed to do the actual application of any paint, wall compounds, wall coverings, or staining of any kind. Utility Workers will not do any surface preparatory work.

Utility Workers will be hired with joint agreement between the Union and Contractor. Said agreement shall be in writing and said written agreement shall contain the Utility Worker's name, social security number and the job site or sites on which the Utility Worker will be employed.

The Utility Worker agreement form and the Utility Worker check-off authorization form shall be on file with the appropriate local union prior to the Utility Worker's commencing work with the employer. Failure by the employer to comply with this written authorization process, the Utility worker shall be recognized by both parties as a journey person and paid at the applicable journey person wage and fringe benefit rate. This failure to comply shall also result in an automatic fine for the employer, which shall be no less than two hundred fifty dollars (\$250) per violation.

Utility Workers wage rate is listed in Section 25A of this Agreement.

Utility Workers are exempt from the provisions of Section 6 of the contract (Union Security), Section 7 (Contracts and Jobs Outside of Local Jurisdiction), Section 16 (Work Day and Work Week Clause), Section 18 (holidays), Section 21 (Welfare Fund), Section 22 (Pension Fund), Section 26 (Travel Expense), Section 33 (Grievance and Arbitration Procedure), Section 33B, Section 33D, and Section 33E.

Utility Workers will be required to pay an administrative fee of 4% of gross wages per hour to the pertinent Local Union in return for the benefit of the remaining provisions of the contract, and shall, prior to commencing employment submit a signed written authorization allowing for the deduction of said fee from his/her wages by the Employer.

SECTION 5 - GEOGRAPHIC JURISDICTION

The geographical jurisdiction contained in this Collective Bargaining Agreement shall be assigned in the ZONES listed hereafter.

Geographical Description ZONE A

Rock Island, shall include in Illinois, the complete counties of Carroll, Henderson, Henry, Knox, Mercer, Rock Island, Stark, Warren, and Whiteside.

Geographical Description ZONE A

Encompasses all of the following Iowa Counties: Clinton, Scott, Cedar, Muscatine, and Louisa Counties.

SECTION 6 - UNION SECURITY CLAUSE

All present Employees who are members of the Local Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present Employees who are not members of the Local Union and all Employees who are hired hereafter, shall make application to become members and if accepted shall remain members in good standing of the Local Union as a condition of employment on and after the 8th day following the beginning of their employment or on the and after the 8th day following the effective date of this Agreement, whichever is the later

If the Union accepts Applicant, membership shall be on the same terms and conditions as applicable to all other Members of the Union. If the Applicant is not accepted, the provisions of this Section shall not affect or apply to such rejected applicants.

Upon written notice from the Union advising that an Employee covered under this Agreement has failed to maintain membership in the Union in good standing as covered above, by payment of uniform initiation fees and/or dues as required, the Contractor shall forthwith discharge an Employee unless the Contractor has reasonable grounds for believing that membership was denied or terminated for reasons other than failure of the Employee to tender the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

No provision of this Section shall apply in any State to the extent that it may be prohibited by State Law. If under applicable State Law additional requirements must be met before any such provision may become effective, such additional requirements shall be first met.

If any provision of this Section is invalid under the law of any State wherein this contract is executed, such provision shall be modified to comply with the requirements of State Law or shall be renegotiated for the purposes of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

SECTION 7 - CONTRACTS AND JOBS OUTSIDE OF JURISDICTIONAL ZONES

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits, and procedure for settlement of grievances set forth therein; provided however, that as to Employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such Employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction whichever are more favorable to such Employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the District Council or Local Union in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts.

- A. Employer fringe benefit payments shall be made only to the Fund in the Employees home area as required by the Collective Bargaining Agreement prevailing in that area.

- B. All Employees referred by the job area or on the job site shall be deemed job area local Journeypersons and the terms and conditions of the job area Collective Bargaining Agreement shall apply to them
- C. However, prescribed contributions required for training and other Industry Funds provided for in the job area prevailing Collective Bargaining Agreement shall be made to that fund only.
- D. Any additional difference in fringe benefits shall be applied to the Employees paycheck.
- E. There shall be no duplication of any fringe fund payment requirements
- F. Any unresolved dispute concerning these provisions shall be referred to the National Joint Trade Board for its final determination.

SECTION 8 - 50% - 50% Clause

The Contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of D.C.#81 party to this Agreement, shall employ not less than 50 percent of the Employees employed on such work from the residents of the area where the work is performed or from among persons who are employed the greater percentage of their time in such area; any others shall be employed only from the Contractor's home area.

SECTION 9 - PICKET LINE CLAUSE

Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide Labor Organization, and the Union party to this Agreement has the right to withdraw Employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide Labor Organization.

SECTION 10 - REFERRAL CLAUSE

The Union shall be the source of referrals of applicants for employment. The Employer shall have the right to reject any applicant for employment.

The Union shall select and refer Applicants for employment without discrimination against such Applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, or regulations, by-laws, constitutional provisions, or any other aspect or obligation of the Union membership policies or requirements.

All such selection and referral shall be in accordance with the following procedure:

The Union shall maintain a register of Applicants for employment established on the basis of the groups listed below. Each Applicant for employment shall personally be registered in the highest priority Group for which they qualify. Applicants shall be listed within each Group in chronological order of the dates they register.

Group I - Journeyperson
Group II-Apprentices

If the registration list is exhausted, and the Union is unable to refer Applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays, and Holidays excluded, the Employer shall be free to secure Applicants without using the referral procedure. The Employer shall notify the Union promptly of the names, addresses and Social Security numbers of such directly hired Employees.

The Contractor may request, by name, the referral of any IUPAT Member who is registered for employment in Group I or Group II and the Union shall make such referral, regardless of date sequence of registration, provided said individual was employed within the geographical jurisdiction of ZONE A as an IUPAT Member by the requesting Contractor, within the last twelve (12) month period. However, if the IUPAT Member was not last employed by the requesting Contractor, they shall have been registered for referral no less than five (5) working days prior to being referred to requesting Contractor.

SECTION 11 - ANTI-DISCRIMINATION CLAUSE

It is expressly understood and agreed that the Employer shall have entire freedom of selectivity in hiring, providing there shall be no discrimination on the part of the Employer, against any Employee or Applicant for employment because of their Union membership, Union activity, or because of age, race, creed, color or sex. Likewise, the Union and its Officials and Members shall not, in any manner whatsoever discriminate against or in favor of any Employer of Employees covered by this Agreement.

The Union party, shall, once each month, provide to the Quad City Painting Industry Trade Board the lists of Group I and Group II, as referred to in Section 10.

The Union members shall be required to immediately notify the Union when they are laid-off from an Employer.

The Contractor shall notify the Union when they have laid-off an Employee.

SECTION 12 - STEWARD CLAUSE

The Union will appoint a Job Steward for each Contractor. It shall be the duty of such Job Steward to receive information regarding employees necessary to carry out the terms of this Agreement and working rules thereof. It is understood and agreed that the Steward's duties shall not include any matters relating to referral, hiring, termination or disciplining of employees.

All Job Stewards shall have access to specifications on their respective jobs and shall endeavor to have same enforced at all times. All violations will be reported to their Business Manager/Representative. Job Stewards shall be given a reasonable amount of time from their work to patrol the job or jobs assigned to them to protect the jurisdiction of the Brotherhood from encroachment by the other trades or to carry out their duties as Stewards.

Failure on the part of the Contractor and/or the Journeyperson to adhere strictly to job specifications shall result in disciplinary action.

Before a Job Steward is discharged, the Business Manager/Representative of the Union will be notified, but under no circumstances would the Job Steward be entitled to more than the day's wages.

SECTION 13 - FOREMEN

The Employer shall have the right to designate Employees to serve in the capacity of Foremen and the Foremen so designated shall perform the duties in a supervisory capacity as authorized by the contractor. Employees so designated, as Foremen shall be paid in accordance with the wage rate, Section 24.

On jobs where six (6) or more Employees are employed, the Employer shall designate one (1) as Foreman and pay the Employee accordingly. Eight (8) Employees and up to sixteen (16) shall require an additional Foreman.

No Foreman shall supervise a Crew of more than eight (8) Employees. Where five (5) Crews are employed on one job, a General Foreman shall be employed and shall be paid in accordance with the wage rate, Section 24.

Any person working or giving orders on work, unless they have a bona fide contract on said job, shall carry a card in a Painters Union that is under the jurisdiction of the International Union of Painters and Allied Trades.

SECTION 14 - BUSINESS MANAGER/SECRETARY TREASURER OR HIS/HER DESIGNEE

Business Manager/Secretary Treasurer shall have the right at all times to go on jobs for business, to inspect the Employees working cards and payroll. Any Member refusing to show their card or paycheck may be fined not less than \$250.00.

Employers shall not object to the Business Manager/Secretary Treasurer of the Local Unions covered by this Agreement from having immediate access to their shops or job sites, pursuant to proper identification by said Business Manager/Secretary Treasurer.

It is agreed that any Contractor signing this Agreement Shall permit authorized representatives of the Trade Board to check time cards, payroll checkbooks, canceled payroll checks and other documents for the purpose of finding facts necessary for the enforcement of this Agreement. No advance notice need be given.

SECTION 15 - SAFETY

All Employer/Employees who are parties to this Agreement by virtue of their membership in the various associations as per Section 3 – Definitions, or independent contractors, or Local Unions, or as a Signatory hereto, shall comply with all Federal and State Agencies, and Insurance Agencies having jurisdiction over the Health and Safety Laws.

For any type of work or work place which requires safety equipment or protective clothing, such as, but not limited to, OSHA approved safety harnesses, hard hats, hearing protection, respiratory protection, non-prescription safety glasses, protective clothing, etc., shall be furnished by the Employer and the Employee must use the safety equipment or clothing in the proper manner, or be subject to charges or discharge.

The Employer shall not be liable to provide the Employee safety shoes or prescription safety glasses, but shall reimburse the Employee an amount equal to the cost of a pair of OSHA approved, non-prescription safety glasses.

Employees shall be reimbursed for the loss of personal clothing, personal tools and other personal effects, which become contaminated from sources other than normal occupational use.

A citation of OSHA shall not be construed as a violation of this Agreement; likewise, a grievance under this Section shall not be reported to OSHA as long as the grievance is settled as outlined in this Agreement.

In the event of a disagreement on this Section, either party may call for a regular or special meeting of the Trade Board for a determination of the violation.

In the event of violation of this Section, it shall be the responsibility of the Employee to notify the Business Manager/Representative so that proper investigation and correction can be made.

SECTION 15A - TRAINING

All parties to this Agreement recognize the training/certification requirements of OSHA, NIOSH, Lead Abatement, etc. It is agreed that training/certification in the following areas is mandatory: First Aid, CPR, OSHA 10-hour course, Respiratory Fit Testing, and Pulmonary Exam. Specific sessions will be scheduled and Employees covered by this Agreement will, as a condition of Employment, obtain the necessary

training/certification as directed by the Health & Safety Committee and any other ZONE within this District Council Cost of training current and/or new members of any ZONE contained herein shall be paid for by the area joint Safety Committee established in that ZONE.

The Safety Committee may take such actions as it deems necessary to assure compliance with the requirement for mandatory Employee/Employer participation, including, but not limited to, increasing the safety training requirement for the following calendar year, and/or recommending that disciplinary action be taken against the Employee/Employer as provided for under the provisions set forth in the area Trade Board.

By offering a Program for Employers and Employees, neither the Association, nor the District Council, nor the Trade Board Safety Committee, assume the responsibility for the safety of employees on their jobs, and the obligation of providing a safe workplace remains with each individual Employer.

Violations - Company Policy

The enforcement of a Company's Safety Policy, disciplinary procedures/actions, etc. in response to Employees' safety violations, shall not be considered a violation of this Agreement by the Employer.

It is further agreed that each Employer signatory to this Agreement has the right to implement a Substance Testing policy as their company policy. Said policy will be in accordance with State laws and, therefore, endorsed by all parties signatory to this Agreement as it relates to testing procedure, discipline, and treatment for Employees covered by and up to the amounts provided in the Health & Welfare Insurance.

SECTION 15B – CONTINUING EDUCATION:

Effective 1 May 2003 both parties have agreed to establish the Continuing Education Program which will offer training and certification to journeypersons/members of the Union in the following areas: Wall Covering; Spray Paint/Blasting; Graining; Equipment Maintenance; Blue Print Reading.

This Continuing Education Program will be administered by the Continuing Education Committee, comprised solely of contributing contractors appointed by the F.C.A./P.D.C.A. It shall work closely with the Joint Apprenticeship Committee, but have sole autonomy in establishing the curriculum, scheduling of courses, awarding of certificates, etc.

The Continuing Education Program will be funded through a contractor contribution as listed in Section 25A per man hour for all employees covered by this agreement. These cents per man hour contribution will be paid to the Quad City Painting Industry Trade Board and will be part of a separate, detailed financial report by Trade Board.

In the event the Continuing Education Committee decides to terminate this program, the hourly contribution will cease and all monies accrued will be dispersed by the committee in a fiduciary manner as it deems appropriate.

SECTION 16 - WORKDAY AND WORKWEEK CLAUSE FOR ZONE A

The regular workday shall be eight (8) hours, from 8:00 A.M. to 4:30 P.M. One half (1/2) hour shall be observed as the lunch period. The regular workweek shall be forty (40) hours beginning at 8:00 A.M. on Monday and ending at 4:30 P.M. on Friday.

By mutual agreement among all parties involved, the Employer, the Employee, and the Business Manager/Representative, the work week may be altered, such as, but not limited to, adjustment of the hours comprising an eight (8) hour day, a work week comprised of four (4) ten (10) hour days.

These mutual agreements shall be in writing, one (1) copy to be kept in the District Council office and one (1) copy kept in the office of the Quad City Association of F.C.A./P.D.C.A. Chapters.

Employees shall be given a ten (10) minute coffee break at approximately the midway point of the first four (4) hours of their respective shift. The Employee shall not leave the job site premises to get their coffee or observe their break.

SECTION 17 - OVERTIME

All hours in excess of the regular work day and work week, and all hours outside of the regular work day or work week, shall be considered overtime, except as otherwise provided in Section 16, Section 17, Section 18, and Section 19. Overtime on days recognized as a regular workday shall be paid for at the rate of one and one-half (1-1/2) times the applicable rate. Overtime on Saturday and Sunday shall be paid for at the rate of one and one-half (1-1/2) times the applicable rate.

Where overtime employment (any time over eight (8) hours a day in a five (5) day, eight (8) hour per day work week, or any time over ten (10) hours a day in a four (4) ten (10) hour per day work week) is requested of the Employee, the Contractor shall give each Employee a least a thirty (30) minute break before proceeding with the overtime hours, if so requested by the Employee. The applicable overtime wage rate shall commence when the Employees commence to work their overtime hours.

No overtime work, as specified in this Agreement, shall be performed by either Employer or Employee unless the name of the job where the work is to be performed, and the date the work is being done, is registered with the Business Manager/Representative, or if not available, registered with the Association Director.

The exception to the above is to apply to exterior work only due to inclement weather. When Employees lose a work day, Monday through Friday, due to the inclement weather,

Saturday may be used as a make-up day, and the overtime rate is not to apply until after the Employee has worked forty (40) hours in one week. This make-up day will be on a voluntary basis and must be agreeable by at least fifty percent (50%) of the Employees working on the project. To qualify to work on the make-up day, an Employee must have been working on said project at the time loss of work hours occurred due to inclement weather. If the workday lost is on a Monday, an Employee must work on said project the immediate day or days after. The exception being only if the weather remains inclement Tuesday through Friday. This make-up day may not, however, be made mandatory nor may an Employee be discharged for refusal to work the make-up day.

SECTION 18 - HOLIDAYS

The following days shall be recognized as holidays: Memorial Day, Easter Sunday, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and New Year's Day.

Employees wishing to observe Martin Luther King's Birthday on the day it is observed may do so with no punitive action by the Employer. Employees working on Martin Luther King's Birthday will be paid at the straight time rate.

If the holiday falls on Sunday, the following Monday shall be considered as a holiday. The Monday following Easter Sunday shall not be considered a holiday.

Where it is necessary to perform work on a legal holiday, work performed shall be paid at the rate of double time, two times the hourly wage rate.

It is expressly agreed that no work shall be done on the first Monday of September, known as Labor Day.

SECTION 19 - SHIFT WORK

- (a) Shift Work shall cover all work that is under the jurisdiction of ZONE A outlined in Section 4.
- (b) Shift Work is performed outside the regular working day, as defined in Section 16 of this Agreement; namely, after 4:30 P.M. Monday through Friday of the outlined work week.
- (c) Hours worked from 12:00 Midnight Friday to 12:00 Midnight Sunday will be recognized as overtime and paid at the overtime rate as set forth in Section 17.
- (d) Provisions for overtime pay on legal holidays will be set forth in Section 18.
- (e) Shift Work shall not be applicable to Employees who have worked during the day.
- (f) For such Shift Work, Employers must register with the Business Manager/Secretary Treasurer of the District Council or the Association Director or the Chapter Secretary, who will notify the Association Office, prior to the commencement of Shift Work starting on the project where said Shift Work shall be performed.
- (g) Work performed during the first shift shall be paid at the applicable straight time rate. Work performed during the second shift shall be paid at the applicable straight time rate.

plus fifty .50 cents per hour. Work performed during the third shift shall be paid at the applicable straight time rate plus \$1.00 per hour. Wages will be paid only for the number of hours worked. Applicable wage scales listed under Shift Work in Section 25A. A thirty (30) minute lunch period shall be mutually agreed upon by the job Contractor and the Union and shall not be considered as time worked.

(h) Fringe Benefits will be paid on the total paid hours.

- (i) 1st Shift: 8:00 a.m. - 4:30 p.m.
- 2nd Shift: 4:30 p.m. - 12:30 a.m.
- 3rd Shift: 12:30 a.m. - 8:30 a.m.

Hours worked during these shift times are to be paid at the applicable shift wage rate.

(j) SHIFT: Applicable wage classification plus

(2nd shift) \$.50/hr.

(3rd shift) \$1.00/hr.

Apprentices – applicable wage percentage plus appropriate shift premiums in full.

FOREMAN: see Section 25 ZONE A Wage Scales

GENERAL FOREMAN: see Section 25 ZONE A Wage Scales

SECTION 20 - PAYMENT OF WAGES

A regular payday each week shall be established; such day to be stated at a predetermined time and location. Not more than two (2) days wages may be withheld from any Employee.

All wages shall be paid in cash or negotiable check and shall be accompanied by a statement of gross earnings and any deductions legally made. Such statement shall show the Employer's name, the hourly rate of pay, the dates and hours worked, all deductions made and the net amount due the Employee. Wage payments shall conform to all applicable Federal and State Laws.

Payday shall be Friday of each week, and Employees must be paid by no later than one-half (1 1/2) hour prior to end of their shift. In the event a legal holiday falls on Friday, the Employee shall be paid on the preceding day (Thursday).

Employees who quit shall be paid on the regular payday. They may pick up their check at the Employer's place of business or make arrangements with the Employer to have it mailed to a given address. The check must be mailed no later than the regular payday.

Employees discharged shall be paid in full at the time of discharge.

Employers failing to pay by the one-half (1/2) hour minimum on Friday through neglect on their part, shall pay the Employee who did not receive his check at the rate of straight time (base wage scale), from the end of their shift time until the check is received by the Employee. Until all Employees receive their checks, no work will be performed for the Employer by any Employees.

SECTION 21 - STATE PAINTERS WELFARE FUND

The Contractor agrees to contribute the monetary amount, as set forth in Section 25A of ZONE A Wage Scale - Fringe Benefits - per hour for each Employee covered by this Agreement for each hour worked by such Employee during a work week to the Painters Welfare Fund, provided that the Contractor is furnished proof that the Painters Welfare Fund is in full compliance with all Federal and State Laws regarding Health and Welfare Plans and Employer contributions thereto. The Union hereby agrees to provide such proof as a condition of the Contractor making such contribution.

In the event it becomes necessary to increase the amount of contribution during the term of the Contract in order to maintain the standard of the Health and Welfare Plan the Employer shall deduct said amount from Employee wages and remit same to the State Painters Welfare Fund.

An Employer whose principal place of business is outside the geographical jurisdiction of ZONE A may, at the Employer's option, make contributions to an Employee's home Local Union Fringe Benefit Funds rather than to the Fringe Benefit Funds for which contributions would otherwise be required to be made under this Agreement on behalf of an Employee of such Employer who is brought into the geographical jurisdiction of ZONE A to perform bargaining unit work.

SECTION 22 - I.U.P.A.T. UNION AND INDUSTRY PENSION FUND & ANNUITY PLAN this section will apply to ZONE A

The only agreement between the Employer(s) and the Union parties to this Agreement regarding pensions or retirement for Employees covered by this Agreement is as follows:

1. (a) Commencing with the 1st day of May, 1971 and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IUPAT Union and Industry Pension Fund and Annuity Plan for each Employee covered by this Agreement, as follows:
 - (b) For each hour or portion thereof for which an 'Employee receives pay, the Employer shall make a contribution to the above named Pension Fund and Annuity Plan in the monetary amount as set forth in Section 25A of ZONE A Wage Scale - Fringe Benefits.
 - (c) For the purpose of this Section each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the Employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
 - (d) Contributions shall be paid on behalf of any

Employee starting with the Employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to Apprentices, Utility Workers and probationary Employees. However, no contributions shall be made on behalf of Utility Workers for a period of six (6) months following their initial employment with any Employer.

(e) The payments to the Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry Pension Fund which was established under an Agreement and Declaration of Trust, dated April 1, 1967 and Annuity Plan which became effective January 1, 1980. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.

2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.
3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article V, Section 6 of the said Agreement and Declaration of Trust.
4. If any Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this section shall not be subject to or covered by any grievance or arbitration procedure or any 'no strike' clause, which may be provided or set forth elsewhere in this Agreement.
5. The Pension Plan and Annuity Plan adopted by the Trustees shall at all times conform with the

- requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the IUPAT Union and Industry Pension Fund and Annuity Plan as a deduction for income tax purposes.
6. An Employer whose principal place of business is outside of the geographical jurisdiction of ZONE A may, at Employer's option, make contributions to an Employee's home Local Union Fringe Benefit Funds rather than to the Fringe Benefit funds for which contributions would otherwise be required to be made under this Agreement on behalf of an Employee of such Employer who is brought into the geographical jurisdiction of ZONE A to perform work under this bargaining unit.

SECTION 22A - HEALTH AND SAFETY TRAINING FUND

Effective May 1, 1993 the Quad City Painting Industry Trade Board, Health and Safety Training Fund was established. Every Employer bound by this Agreement shall contribute and pay to the Health and Safety Training Fund the amount(s) as set forth in Section 25-A, Contribution for Hours Worked.

The Quad City Painting Industry Trade Board Health and Safety Training Fund shall be administered jointly by four (4) Employer Representatives, two (2) from the Iowa Chapter and two (2) from the Illinois Chapter of the Quad-City Association of F.C.A./P.D.C.A. Chapters and four (4) Union Representatives who shall be two (2) members of Local Union #502 and two (2) members of Local Union #676.

SECTION 23 - PAINTING APPRENTICESHIP FUND

Effective May 1, 1967, the Painting Apprenticeship Fund was established. Every Employer, bound by this Agreement, shall contribute and pay to the Apprenticeship Fund the amount as set forth in Section 25A for each Employee covered by this Agreement.

The Painting Apprenticeship Fund shall contribute five cents (\$.05) of the monetary per hour contribution to the Apprentice Fund, as listed in Section (25A) to the I.U.P.A.T. Joint Apprenticeship Training Fund.

The Apprenticeship Fund, hereby established, shall be administered by the members of the Painting Apprenticeship Training Fund Board of Trustees.

The detailed provisions of such a plan shall be as set forth in a Special Agreement and Declaration of Trust creating such a plan, and shall be made part of this Collective Bargaining Agreement.

SECTION 24 – LABOR MANAGEMENT COOPERATION FUND

Commencing with the 1st day of May 1, 2002, and for the duration of this agreement, and any renewals or extension thereof, the employer agrees to make payments to the Painters and Allied Trades Labor-Management Cooperation Fund (“Fund”) for each employee covered by this agreement, as follows: For each hour or portion thereof, for which an employee received pay, the employer shall make a contribution of five cents (\$.05) to the Fund. For the purpose of this Section, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the agreement, shall be counted as hours for which contributions are payable. Contributions shall be paid on behalf of any employee starting with the employee’s first day of employment in a job classification covered by this agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees. The employer and Union signatory to this agreement agree to be bound by and to the agreement and Declaration of Trust, as amended from time to time, establishing the Fund.

The employer hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve as employer Trustees, together with their successors.

All contributions shall be made at such time and in such manner, as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the agreement and Declaration of Trust.

If any employer fails to make contributions to the Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this agreement, any other provisions hereof to the contrary notwithstanding, and the employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The employer’s liability for payment under this Section shall not be subject to or covered by any grievance or arbitration procedure or any “no-strike” clause, which may be provided or set forth elsewhere in this agreement.

SECTION 25 – ZONE A Wage Scales

ZONE A - Complete Illinois Counties of Carroll, Henderson, Henry, Knox, Mercer, Rock Island, Stark, Warren and Whiteside.

ZONE A - Scott County, Iowa.

SECTION 25A

Employers who are engaged in Prevailing Wage or Davis-Bacon projects on the anniversary dates of this Agreement are allowed to continue to apply the established wage rates for employees assigned to the project for a limit of 24 months from bid date and will not be required to apply the negotiated changes in wages. Benefits will be paid

as per any newly negotiated amounts. These projects must be documented and submitted to the Joint Trade Board for approval.

Classification	1 May 2003
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Brush, Roller	\$ 22.37
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Industrial and Spray, Swing Stage Structural Steel, Pipes (in or connected with Structural Steel), Window Jacks, Bos'n Chair, Sandblasting	\$ 22.87
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Elevated Tanks, Bridges, Stacks. Flag Poles, Mfg. Vessels (interior and exterior surfaces), Steeplejack	\$23.62
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New Single Family and up to and including six (6) plex dwellings and all residential and apartment rehab and repaints. (No commercial or Industrial)	\$18.60
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Utility Worker	\$ 7.00
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Drywall – Tapers	\$22.87
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Drywall - Residential (see Supplement B) Sign Painters (see sign painters addendum)	\$13.57
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Classification	1 May 2003
Foreman:	\$1.00 per hr. over Job Classification
General Foreman:	\$2.00 per hr. over Job Classification

ZONE A Wage Scale Complete Counties of Clinton, Cedar, Muscatine & Louisa

Classification	1 May 2003
Brush, Roller	\$19.40

Industrial and Spray, Swing Stage Structural Steel, Pipes (in or connected with Structural Steel), Window Jacks, Bos.'n Chair, Sandblasting	\$19.90
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Elevated Tanks, Bridges, Stacks, Flag Poles, Mfg. Vessels (interior and exterior surfaces), Steeplejack	\$20.65
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New Single Family and up to and including six (6) plex dwellings and all residential and apartment rehab and repaints. (No commercial or Industrial)	\$18.00
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Utility Worker	\$ 7.00
Drywall – Taper	\$19.90
Drywall - Residential (see Supplement B)	
Sign Painters (see sign painters addendum)	\$13.57

Classification	1 May 2003
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	1 May 2003
Foreman:	\$1.00 per hr. over Job Classification
General Foreman:	\$2.00 per hr. over Job Classification

APPRENTICE WAGE SCALE FOR ZONE A- Based on Applicable Journeyperson Rate
plus appropriate shift premium full, Spray, Elevated Tanks, etc., differential in full.

40% 1st Time Period
45% 2nd Time Period
50% 3rd Time Period
55% 4th Time Period
60% 5th Time Period
65% 6th Time Period
70% 7th Time Period
75% 8th Time Period
80% 9th Time Period
85% 10th Time Period
90% 11th Time Period
95% 12th Time Period

APPRENTICE DRYWALL WAGE SCALE FOR ZONE A- Based on Applicable
Journeyperson Rate

40% 1st Time Period
45% 2nd Time Period
50% 3rd Time Period
60% 4th Time Period
70% 5th Time Period

80% 6th Time Period
 90% 7th Time Period
 95% 8th Time Period

Increases will be granted every five hundred (500) hours worked, required classroom hours met, unless credit or disciplinary action has been enacted.

Apprentice wage scales can be obtained by contacting either the Apprenticeship Coordinator or the office of Local Union #502 or Local Union #676.

SECTION (25A) FRINGE BENEFITS FOR ZONE A

ILLINOIS STATE PAINTERS HEALTH & WELFARE FUND	\$3.30/hr (1 May, 2003)	
I.U.P.A.T. PENSION FUND	\$3.00/hr (1 May, 2003)	
I.U.P.A.T. PENSION FUND (SIGN SHOPS)	\$1.50/hr (1 May, 2003)	
I.U.P.A.T. ANNUITY PLAN	\$1.85/hr (1 May, 2003)	
APPRENTICESHIP FUND	\$0.58/hr (1 May, 2003)	
APPRENTICESHIP FUND (SIGN SHOPS)	\$.10 (1 May, 2003)	
LOCAL UNION #502 & #676 ADMINISTRATIVE	4% of gross wage (1 May, 2003)	
LMCI	\$.05/hr. (1 May, 2003)	
QC PAINTING TRADE BOARD HEALTH & SAFETY FUND	\$.05/hr. – Withheld from Employee Wages \$.17/hr. – Contractor Contribution	
PAINTERS CONTINUING EDUCATION FUND	\$0.05/hr. – Contractor Contribution	

*The Contractor Contribution & Check Deduction can be submitted to Quad City Painting Trade Board Health & Safety Fund on the same check.

** This Amount can be added to the Trade Board Health & Safety Check:

$$$.05 + $.17 + $.05 = $0.27$$

** Note - Economic Increases: \$.80 + \$.02 Apprentice/hr. (1 May 2004)
 \$.80 (1 May 2005)
 \$.85 (1 May 2006)
 \$.85 (1 May 2007)

All increases to be distributed by Union vote.

SECTION 26 - TRAVEL EXPENSES

When Employees are required to work out of the geographical jurisdiction of their home zone, travel pay shall be paid at the applicable per hour brush and roller rate for the applicable County as defined in Section 25.

When Employees are required to work out of the geographical jurisdiction of their home zone, and such work makes it necessary for them to remain overnight, they shall be reimbursed for all reasonable expenses, meals, motels, etc. The Employee must present the Employer receipts for the expenses the Employee accrued.

When Employees are required to work out of the geographical jurisdiction of their home zone, and such work makes it necessary for them to furnish their own vehicle, they shall be reimbursed at the applicable monetary rate, as set forth each year by the Internal Revenue Service, for each mile driven outside the jurisdiction of their home zone to and from their job site.

SECTION 27 – TOOLS FOR ZONE A

There shall be no restrictions on any tools used. Journeyperson painters shall report to work with the usual tools of the trade, consisting of the following:

Tool Box, Duster, Hammer and Nail Set, Paint
Scraper (2-1/2"), Paint Scraper (1"), Heavy Duty
Stiff (1-1/2") Knife, Heavy Duty Stiff (3") Knife,
Flexible (3") Knife, Screw Drivers (Straight
Blade and a Phillips), Pliers, Razor Blade Holder,
Chalk Line, Adjustable (8" or 10") Wrench,

SECTION 28 - WORK RULES for ZONE A

Employees shall not lease or rent their own personal cars or trucks to their Employer, nor shall they use them to transport equipment or material to or from the job site.

All stocks and materials used on jobs, together with scaffold and tools, shall be delivered to the job by the Contractor. Employees shall not, under any circumstances, haul materials, equipment or scaffolding in their private automobiles or trucks.

Where Employees are required to report direct to the job site, the Employer shall furnish a warm, dry, lighted change room of adequate size for the number of Employees, to change and store clothes and eat lunch.

Employees shall be allowed ample time for changing clothes and personal clean up before quitting time.

As a requirement of the working rules, it is understood that the Employees shall furnish and wear white overalls. Work Clothes will not be worn to and from the job.

SECTION 29 - JOINT APPRENTICESHIP AND TRAINING COMMITTEE

There shall be a Joint Apprenticeship and Training Committee, which shall be administered jointly by four (4) Employer Representatives, two (2) from the Iowa Chapter and two (2) from the Illinois Chapter of the Quad-City Association of F.C.A./P.D.C.A. Chapters for ZONE A and four (4) Union Representatives who shall be appointed by Business Manager/Secretary Treasurer of District Council 81. Said Committee shall have full authority over the apprenticeship and training programs including, but not limited to the selection and indenturing of Apprentices, disciplinary action for violations of Apprenticeship Standards or Indenture Agreement or Rules concerning same, and the development and filing of Apprenticeship and Training Standards with the appropriate Governmental Agencies, and including any amendments thereto.

The Apprenticeship and Training Standards, and any amendments which are properly added thereto, when filed and approved by the appropriate governmental agency or agencies, and by the Association and Unions, shall become a part of this Agreement.

SECTION 30 - RATIO OF APPRENTICES TO JOURNEYPERSONS for ZONE A

All Employers signatory to this Agreement shall be obligated to assist and help in training of Apprentices. The number of Apprentices placed in any shop will be at the discretion of J.A.C., however, any Contractor employing five (5) or more Journeypersons for the larger portion of the year shall employ one (1) Apprentice. At no time shall first year apprentices be allowed to perform work without the accompaniment of a Journeyperson to assist in the training of the Apprentice.

Employer may employ one (1) Apprentice for one (1), two (2), or three (3) Journeypersons; and two (2) Apprentices for four (4), five (5), or six (6) Journeypersons; and three (3) Apprentices for seven (7), eight (8), or nine (9) Journeypersons and then use this method for the remaining Journeypersons working for the Employer.

No more Apprentices may be employed than can be given proper supervision on the job and afforded employment opportunity upon completion of the apprenticeship.

SECTION 31 - VIOLATIONS - SUBLETTING

The Union is part of the International Union of Painters and Allied Trades and any violation or annulment of Working Rules or Agreements of any other Local Union of the International Union of Painters and Allied Trades or the subletting, assigning or transfer of any work in connection with Painting, Decorators, Drywall Finishers, Wall covers, Floor covers, Glaziers or any other phase of work covered under our Agreement, to any Person, Firm, or Corporation not recognizing the I.U.P.A.T. as Collective Bargaining Representatives, will be sufficient cause for cancellation of this Agreement by District Council 81, after the facts have been determined by the International Office of the Union.

SECTION 32 - EVASION OF STANDARDS

A. To protect and preserve, for the employees covered by this agreement, all work they have performed and all work covered by this agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.

B. All charges of violations of Section 31 A. shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to affected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Section only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.

C. If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust

Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Section, that may be available to the Union and/or the Joint Trust Funds.”

JOINT TRADE BOARD – ZONE A

SECTION 33 - GRIEVANCE AND ARBITRATION PROCEDURE

(a) The Union and the Chapter do hereby establish and agree to maintain a tribunal called the LOCAL JOINT TRADE BOARD for convenience hereafter called the “BOARD”, composed of eight (8) Representatives: four (4) Employer Representatives, two (2) from the Iowa Chapter and two (2) from the Illinois Chapter of the Quad-City Association of F.C.A./P.D.C.A. Chapters and four (4) Union Representatives who shall be two (2) members of Local Union #502 and two (2) members of Local Union #676. Each of the parties hereto (i.e. the Union and the Chapter) may appoint one or more Alternates, who, designated by the appointing party, shall sit in the place of a regular Representative (who had been appointed by the same party) during such regular Representative’s absence or inability to function. The Alternate, when substituting, shall be vested with the same power and authority as the regular Representatives. All vacancies shall be filled by the Chapter or Union making the appointment of the Representative whose position is vacant. Each Representative shall be subject to removal only by their appointing party. Four Representatives, two (2) Union appointees and two (2) Chapter appointees - shall constitute a quorum. Decisions of the Board shall be determined by a majority vote, providing that the Chapter and Union appointees respectively have equal voting strength with respect to such votes. The Representatives of the Board shall annually elect a Chairman and a Secretary, provided that one of such officers is a Union appointee and the other is a Chapter appointee.

(b) The Board shall meet once a month and be subject to call for Special meetings by the Chairman, if the occasion demands immediate attention.

(c) The Board is empowered and vested with the authority to investigate, hear and determine all questions, disputes and grievances, arising from this Agreement or any extensions or renewals thereof or concerning any of the terms and conditions of any related or incidental agreement or indenture between the parties hereto as well as between the Union and any other Signatory and Party to this Agreement.

The Board is further empowered to award, assess and impose penalties, damages and remedies for violations of this Agreement or any extension or renewal hereof or of any of the provisions of any related or incidental agreements or indentures; to issue any interpretative rulings pertaining to any of the provisions of the aforementioned documents; and to make and adopt and prescribe such rules and rulings as it may deem necessary to give appropriate full force and effect to the intent and purpose of this and the aforesaid agreements; to examine or cause the examination of Employer and Union records which are material to the issues in dispute; to adopt and enforce all rules of

conduct and procedure with, respect to all matters and parties and witnesses; to appoint, employ and engage such personnel as may be necessary to carry out its duties and functions; to require all parties to a given dispute to testify under oath before a Notary Public present at a hearing or by separate affidavit; without limiting the powers of the Board, to require a violating employer to post a cash or surety bond to insure their future compliance with the contractual provisions they violated.

(d) All complaints, charges, grievances and disputes shall be filed with the Secretary of the Board in writing, setting forth all pertinent details, and a true copy of same shall be furnished to the party against whom the charge is made; a reasonable period shall be allowed for answer to the charges, and such answer must be in writing and filed with the Secretary of the Board within five (5) days after receiving the charges, and a true copy of such answer shall be furnished to the complainant within the same five (5) days. Reasonable notice of hearing in writing shall be given to all parties concerned. There shall be no work stoppage during the pendency before the Local Joint Trade Board Committee or the Local Joint Committee. No Union Representative shall sit as a Board Member in any case involving them or their Employer, directly or indirectly; and no Employer Representative shall sit as a Board Member in any case involving them or any of their Employees directly or indirectly.

(e) The findings, interpretations, decisions, awards, orders and determinations of the Board shall be final and binding upon all parties concerned, subject only to the rights of the parties to appeal (as herein provided) and subject to the applicable laws of the State pertaining to Arbitration. All findings, interpretations, decisions, awards and determinations shall be rendered in writing and signed by the members of the Board or by the Chairman and Secretary of the Board. A true copy of same shall be sent to each affected party by Registered or Certified Mail.

(f) The Board shall keep and maintain full and complete records and minutes of its proceedings, subject to inspection of same by any of the interested parties at reasonable times.

(g) Either party may appeal the decisions of the Board or in the event of an impasse on the part of the Board, by filing a written Notice of Appeal with the Secretary of the National Joint Trade Board, within ten (10) days after receiving a written copy of the Board's decision or written notification of impasse. Upon filing of such Notice of Appeal and serving a copy thereof upon the Secretary of the Board at the same time, the Secretary of the Board shall promptly the Secretary of the National Joint Trade Board a complete, full and accurate copy of all records, transcripts, minutes, evidence and other data upon which the Board rendered or failed to render its decision. While the appeal is pending before the National Joint Trade Board, all existing terms and conditions of employment shall continue in full force and effect. However, notwithstanding any contrary provision of this Agreement, the Union shall remove Employees from any job and/or jobs of any individual Employer who fails or refuses to pay the wages and fringe benefits, or to meet the schedule of hours provided for and required by this Agreement or

refuses to stand trial under the procedures, or fails to comply with a final and binding decision at any level of this grievance procedure.

Before an appeal is filed, the appealing party shall submit the full amount of any file levied. This money shall be held in escrow by the Quad City Painting Industry Trade Board, pending the final decision rendered. The Joint National Trade Board is hereby authorized and empowered to delegate any questions of issues submitted to a committee of two or more, one half of whom shall be appointed by each of the respective Presidents of the Brotherhood and the F.C.A./P.D.C.A. for the purpose of investigating, making recommendations to the National Board, or in fact, resolving or determining the particular issue or issues, which determinations shall be binding with the same force and effect as though rendered by the Board itself.

(h) Finances of the Board Shall be derived from fees, fines, or levies. Fees for Trade Board Membership shall be set annually, on a calendar year basis, beginning January 1 and ending December 31. For a new member joining the Trade Board after January 1, the dues shall be pro-rated as to the remaining months in the current calendar year. (I) To be signatory to this Collective Bargaining Agreement, Contractor shall appear before the Joint Trade Board at the time and place set by the Joint Trade Board or submit to the Trade Board in advance of that date proof of the following:

1. Health & Welfare Fund, IBPAT Pension Fund, and Annuity Fund and Apprentice Fund are paid up to date;
2. Insurance Bond, Certified Check or Escrow Agreement in the applicable bond amount as described in this Section are renewed and up to date;
3. Show Workman's Compensation Insurance and other certificates of insurance renewed and up to date;
4. Sign this Collective Bargaining Agreement.

When the above listed items are ascertained to be in order, the Contractor shall join the Trade Board, paying all annual fees and dues as set forth by Trade Board. They shall also purchase a Trade Board Shop Card for a fee of fifty (\$50) dollars. This card will entitle the Contractor to be supplied Employees by the Union parties signatory to this Agreement. Contractors from outside the jurisdiction of this Agreement shall meet the following requirements in order to be supplied employees by the Union parties:

1. Health & Welfare Fund, IBPAT Pension Fund, Annuity Fund, Apprenticeship Fund are paid up to date;
2. Insurance Bond, Certified Check or Escrow Agreement in the applicable bond amount as described in this Section are renewed and up to date
3. Show Workman's Compensation Insurance and other certificates of insurance renewed and up to date;
4. Purchase the Trade Board Shop Card at a cost of fifty (\$50.00) dollars.

(j) Where there are two or more Journeyperson Contractors or two or more Painting Contractors in partnership or in corporations, there must be employed one (1) non-contractor Journeyperson for each partner or working member of a corporation. A Contractor must employ a Journeyperson Painter or Taper while they are at work

themselves. For every owner or partner of a firm actually working at the trade, a Journeyperson Painter or taper must be employed by the firm.

SECTION 33-A

Employer agrees, upon signing this Agreement, to elect to be bound by the provisions of the Illinois Workmen's Occupational Disease Act and agrees further to furnish a Certificate of Insurance to the Joint Trade Board covering liability under the provisions of the Illinois Workmen's Compensation Act with a minimum of \$100,000 Aggregate, Property Damage and \$300,000 each Person, Bodily Injury.

It is agreed that all Employers, not otherwise required to pay contributions under the Illinois Unemployment Compensation Act and regardless of the number of Employees employed, shall voluntarily elect to become subject thereto and liable for the payment of contributions there under. Failure to do so will result in immediate withdrawal of Employees by Local Unions.

The Contractor shall comply with all State Laws governing Workmen's Compensation. All Contractors signatory to this Agreement agree to voluntary election to extend the coverage of the Illinois and/or Iowa Unemployment Compensation Act to all Employees. If an Employee quits or is laid off, and an Employer contemplates contesting the drawing of unemployment compensation by the Employee, the Joint Local Trade Board and the Employee shall be notified in writing of such intention within ten (10) days of such separation.

Contractors who have not signed this Agreement by date designated by the Trade Board, shall be declared unfair contractors by organized Painting Industry. Due notice of the date for signing of the new Agreement will be given by the Board to the Contractor signatories of the expiring Agreement. The new Agreement shall be available to all Contractors not less than five (5) days prior to the signing date. These Agreements shall be obtainable at the office of the Trade Board or the District Council office. A signing place shall be designated that is mutually agreeable to both parties.

It is expressly understood that under this Agreement, Non Association Member Contractor signatories are to negotiate with District Council #81

SECTION 33- B

Prospective members paying their initiation fee in installments can only work for Contractors whose name appears on the Temporary Working Card, and shall abide by all other rules and regulations of the By-Laws and Constitution, the same as though they were a full Beneficial Member of the Brotherhood.

No member shall contract or take work while in the employ of any shop, except if it is work on or in the house or apartment in which the member lives or owns. All members shall, when laid off, notify the Business Manager/Secretary Treasurer and give them an

opportunity to find them a job before taking any work on their own account. In no case shall a member take a job which cannot be completed by himself or has been bid on by a Contractor. Any member found guilty of violating this rule shall be fined not less the \$250.00.

SECTION 33- C BOND for ZONE A

Each Employer shall furnish a surety bond written by an insurance company authorized to do business in these States, Iowa and Illinois, such bond to be in the applicable bond amount as described in this Section to guarantee the payment of wages of Employees as well as contributions to Health and Welfare Fund, IUPAT Pension Fund/Annuity Fund and Apprentice Fund. This bond or cash or certified check to be deposited in the Rock Island Bank and Trust Co. This bond, cash or certified check shall be held in escrow, payable to the Painter's Joint Trade Board.

Each Employee whose principal place of business is outside the jurisdiction of ZONE A, when engaged in work within the territorial limits of ZONE A, shall furnish a surety bond written by an insurance company authorized to do business in these States, Iowa and Illinois, such bond to be in the applicable bond amount as described in this Section to guarantee the payment of wages of Employees, as well as contributions to the Health and Welfare Fund, IUPAT Pension Fund/Annuity Fund and Apprentice Fund. This sum is the applicable bond amount as described in this Section to be deposited in the Rock Island Bank and Trust Co. This bond; cash, or certified check shall be held in escrow, payable to the Painting Industry Joint Trade Board. This amount shall remain on deposit in the said bank until after completion of the job, and proof has been submitted to the respective Local Union that all wages and Health and Welfare Fund, IUPAT Pension Fund/Annuity Fund and Apprentice Fund payments have been paid.

In the event of default by a Contractor of payment of fringe benefits, the Joint Trade Board, upon proof of hours involved and collection from the bond forfeiture, shall forward such funds involved up to the limit of the bond collection.

For all Contractors having had no prior payment experience to the various monetary obligations and funds, and for all Contractors having had delinquent contributions the monetary guarantee must take the form of a \$20,000 bond, payable to the Quad City Panting Industry Trade Board for the duration of this Agreement.

NOTE: This bond shall be renewed yearly (July 1st of each year). The Trade Board must be notified sixty (60) days before bond may be canceled, by either the Bonding Company or the Employer.

SECTION 33 - D ADMINISTRATIVE CHECKOFF DUES

The parties hereto agree that the Contractors party to this Agreement are located both in the State of Iowa and the State of Illinois, and that for the convenience of the Union, the Contractors are agreeable to withhold Administrative Dues to the extent that such Administrative Dues are permissible under the provisions of the law of Iowa Therefore, it is agreed that, upon delivery to the individual contractor of individual written orders therefore signed by the Employee in the manner required by the laws of the State of Iowa for the authorization which shall be irrevocable for the period of one year following the date it was signed or until the current Collective Bargaining Agreement expires, whichever occurs sooner. This authorization shall be automatically reviewed from year to year unless sixty (60) days prior to the termination of the annual renewal date the Employee revokes this authorization by written notice to the Union and to the Employer by whom they are then employed. The Contractor involved will, beginning with the first payday deduct regular Administrative Dues in the amount of four (4%) percent of gross wages, and shall remit same to the financial secretary of the Local Union by the twentieth (20) day of the month following the month in which the work was performed.

The Union will indemnify and save harmless the Contractors from any and all claims and disputes by reason of the Contractors acting under this Section. Any Journeyperson or Apprentice refusing to sign for an Administrative Dues Check-Off, will pay in cash to the Secretary Treasurer of the District Council a sum equivalent to the four (4%) percent Administrative Dues Check-off.

SECTION 33 – E INITIATION MONIES WITHHOLDING FORM

The Contractor parties hereby agree to withhold for the convenience of the Unions, any initiation monies due the Unions by their new members. The following form shall be the authorization form signed by the new member and presented to the Contractors:

This is to authorize any of the various Employers who are signatory to the Agreement with Painters District Council 81 ZONE A, affiliated with the International Union of Painters and Allied Trades, any renewal thereof and by whom I may be employed under and during the term of such Agreement or any renewal thereof, to deduct from my wages and transmit to District Council 81 such an amount as the Union may certify to be due and owing District Council 81 and under the Unions Constitution or By-Laws as amended from time to time.

This authorization and assignment shall be irrevocable for a period of one year, following the date it was signed or until the current Collective Bargaining Agreement expires, whichever occurs sooner, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser unless between fifty (50) to sixty (60) days prior to any periodic renewal date I revoke this authorization by written notice to the Union and to the Employer by whom I am then employed.

Total Amount of Deduction_____

Total Weekly Deduction_____

Date_____

Signature_____

Address_____

SECTION 34. VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS

Employers signatory to this Agreement hereby agree to honor authorizations for check-off of political contributions from employees who are union members in the following form, and to forward all contributions and reports on contributions on or before the 20th day of each month for the previous work month to Combined National Fund, P.O. 79128, Baltimore, MD 21279-0128.

AUTHORIZATION FORM FOR CHECK-OFF OF POLITICAL CONTRIBUTIONS

I hereby authorize and direct my Employer to deduct from my pay the sum of five cents (5¢) for each hour that I receive pay (or from each regular pay check _____ dollars weekly), as a contribution to the Political Action Together – Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. I further authorize and direct the Employer to send to the “Combined National Fund,” on or before the 20th day of each month, the contributions and report on contributions due for the previous work month. Checks shall be made payable to “Combined National Fund” and mailed to Combined National Fund, P.O.P. Box 79128, Baltimore, MD 21279-0128. I further authorize and direct the Employer to honor any instruction that it may receive from a duly authorized representative of PAT-PC concerning a change in mailing or payment instructions relating to this contribution, should same occur.

This authorization is voluntarily made based on my specific understanding that the signing of this authorization card and the making of these voluntary contributions are not conditions of membership in the Union or of employment by my Employer; that I may refuse to contribute without reprisal; that the PAT-PC and the AFL-CIO COPE are engaged in joint fund raising and use the money they receive for political purposes, including but not limited to making contributions to and expenditures for candidates for federal, state and local offices and addressing political issues of public importance; and that the guideline amount indicated above is only a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Union or my employer for doing so. This authorization shall remain in full force and effect until revoked in writing by me.

Name _____

Signature _____

Social Security Number _____

Authorized by International Union of Painters and Allied Trades and the AFL-CIO on behalf of PAT-PC and AFL-CIO COPE.

Contributions or gifts to PAT-PC or AFL-CIO COPE are not deductible as charitable contributions for federal income tax purposes.

SECTION 35 - CONTRACTUAL CHANGES

(a) If there are any new proposed working operations or new uses of materials, or any new rulings; this Agreement may be opened for discussion of such proposals.

(b) Whenever there is a mutual agreement on the part of the Employers and the Union, the Contract shall be considered open for discussion on a specific item or items only. If parties cannot agree on a change, the contract will nevertheless continue in accordance with its terms.

(c) In case of a misunderstanding between Labor and Management and it becomes necessary to utilize the Mediation Services or an impartial arbitrator; the cost will be born equally between Labor and Management.

(d) Binding Arbitration - Sixty (60) days prior to the expiration of this Agreement or before 1 March 2003 either party signatory to this Agreement may request by registered mail to open this Agreement for the discussion of wages, working conditions, and other items to be included in a Collective Bargaining Agreement.

Both parties to this contract hereby agree on the principle of binding arbitration in the event no agreement can be reached for the succeeding year(s) of this Agreement. This arbitration clause hereby includes a no-strike, no lock-out provision, meaning that under no circumstances shall the Union strike if no agreement can be reached, nor shall the Employer lock out the Union employees if no agreement can be reached.

If no agreement is reached by 30 days prior to the expiration of the Agreement, both parties shall agree on a date to notify the Arbitrator, requesting arrangements be made to have both parties submit their proposals to binding arbitration for a final settlement. Prior to the actual arbitration procedure, negotiations shall continue between both parties.

In the event no decision is reached by the Arbitration Board by the expiration of this contract, the contractors agree to pay retroactive pay for one-half (1/2) of the working days after the expiration date, not to exceed one-half (1/2) of thirty (30) days after the expiration date.

SECTION 36 - INVALIDITY AND SEVERABILITY

In the event of the invalidity of any provision of the Agreement, the remaining provisions of this agreement shall not be affected, but shall remain in full force and effect.

SECTION 37 - ENTIRE AGREEMENT OF THE PARTIES

This represents the entire Agreement of the parties, it being understood there is no other Agreement or understanding, either written or oral. The Employer understands that the Union is a Fraternal Society and as such, and in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or with respect to any other matter for its own use. However, such rules or regulations whether contained in By-Laws, Constitution, or otherwise, shall have no effect, directly or indirectly upon this Collective Bargaining Agreement.

SECTION 38 - GENERAL SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

SECTION 39 - TERM AND AMENDMENTS

(1) Terms

This Agreement shall become effective on the 1st day of May 2003 and continue in effect until April 30, 2008 and from year to year thereafter, unless either party shall give the other at least sixty (60) days, but no more than ninety (90) days written notice by registered mail prior to April 30, 2008 or prior to any subsequent annual anniversary date, of the desire to terminate the Agreement as of the date stated in the written notice by registered mail.

(2) Amendments

If any extreme emergency exists and by mutual consent, the parties may discuss and agree upon amendments to this Agreement.

(3) Supplement A

It is mutually agreed by District Council 81 ZONE A, and the Quad City Association of F.C.A./P.D.C.A. Chapters that if the need arises, a separate, Specialty Agreement will be

negotiated to allow for variations in the work day schedule, 40-hour week, etc. to be paid at the straight time rate.

(4) Supplement B

It is mutually agreed by District Council 81 ZONE A, and the Quad City Association of F.C.A./P.D.C.A. Chapters that effective May 1, 1997, a new and separate classification of Residential Drywall is established.

Work Jurisdiction: New single family and up to and including six (6) plex dwellings and all residential and apartment rehab work. (No commercial or Industrial)

Wage scale will be \$.50/hr. above applicable painter residential rate.

(5) Supplement C

It is hereby acknowledged by all parties to this agreement that Local Union #502/#676 has established a separate specialty agreement covering the Work Jurisdiction of parking lot/road striping.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st day of May 2003.

QUAD CITY ASSOCIATION OF F.C.A./P.D.C.A. CHAPTERS

Gary C. Lundvall
Executive Director

THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
DISTRICT COUNCIL 81

William H. Guyer
Business Manager/Secretary Treasurer
